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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

**NOTICE OF FILING OF THE ASSUMPTION SCHEDULE
CONSTITUTING EXHIBIT 1 OF THE PLAN SUPPLEMENT**

YOU ARE RECEIVING THIS NOTICE BECAUSE THE PLAN PROPONENTS HAVE DESIGNATED AN EXECUTORY CONTRACT OR UNEXPIRED LEASE TO WHICH YOU ARE A PARTY FOR ASSUMPTION. PLEASE CAREFULLY READ THIS NOTICE AND THE ATTACHED DOCUMENTS AS YOUR RIGHTS ARE AFFECTED. THE PLAN PROPONENTS ENCOURAGE PARTIES IN INTEREST TO REVIEW SUCH DOCUMENTS IN THEIR ENTIRETY AND CONSULT AN ATTORNEY IF THEY HAVE QUESTIONS OR SEEK ADVICE.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. By Order dated August 23, 2013 [Docket No. 4809] (the “Disclosure Statement Approval Order”), the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) approved the Disclosure Statement for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (including all exhibits thereto, the “Disclosure Statement”), for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (the “Plan”),¹ as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

2. On **November 19, 2013 at 10:00 a.m.** (Prevailing Eastern Time) or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 to consider confirmation of the Plan, including all exhibits thereto and as amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper (the “Confirmation Hearing”). The Confirmation Hearing may be adjourned from time to time by the Court without further notice. Additionally, the Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

3. On October 11, 2013, pursuant to the Plan and authority provided by the Disclosure Statement Approval Order, Residential Capital, LLC and its debtor subsidiaries, as debtors in possession (collectively, the “Debtors”), and the Official Committee for Unsecured Creditors (the “Creditors’ Committee” and together with the Debtors, the “Plan Proponents”) filed the Plan Supplement in connection with confirmation of the Plan, other than the schedule (the “Assumption Schedule”) setting forth certain Executory Contracts and Unexpired Leases that the Plan Proponents have designated to be assumed and assigned to the Liquidating Trust (the “Assumed Agreements”) pursuant to the Plan.

4. Pursuant to the Disclosure Statement Approval Order, annexed hereto as Annex 1 is the Assumption Schedule. The Assumption Schedule includes (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount of an associated Cure Claim, if any. You are receiving this Notice because you are a party to one or more of the Assumed Agreements. The assumption of Executory Contracts and Unexpired Leases under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, assignments, and vesting.

5. The Assumption Schedule also includes certain contracts and leases entered into by the Debtors after the Petition Date (the “Postpetition Agreements”). For the avoidance of doubt, pursuant to Article V.C of the Plan, postpetition contracts and leases to which a Debtor is a party will vest in the Liquidating Trust. Out of an abundance of caution, the Plan Proponents are

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Disclosure Statement Approval Order or the Plan, as applicable.

including the Postpetition Agreements on the Assumption Schedule. The Plan Proponents' failure to include a postpetition contract or lease on the Assumption Schedule shall in no way prevent the assignment of such an agreement to the Liquidating Trust pursuant to the Plan.

6. **All responses and objections to the Assumption Schedule, including the challenge of a Cure Claim, if any, (collectively, the “Responses”) must be actually received by the Plan Proponents no later than 5:00 p.m. (Prevailing Eastern Time) on November 12, 2013 (the “Objection Deadline”), fourteen (14) days from the date of this Notice. Any non-Debtor counterparty to an Assumed Agreement that fails timely file a Response will be deemed to have assented to such assumption and assignment, and related cure amount, and shall be forever barred from raising any Response in connection therewith.** Responses must (i) be in writing, (ii) state the name and address of the objecting or responding party and the amount and nature of the claim or interest of such party, (iii) state with particularity the basis and nature of any objection, response, or Cure Claim, (iv) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, (v) be filed electronically with the Bankruptcy Court in accordance with the Case Management Procedures, dated May 23, 2012 [Docket No. 141] (available at www.kccllc.net/rescap), and (vi) served in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) on the following parties: (a) the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004-1408; (b) Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (c) attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Gary Lee, Lorenzo Marinuzzi, and Todd Goren; (d) the Debtors, Residential Capital LLC, Attn: Lewis Kruger, CRO, c/o Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104; (e) attorneys for the official committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York, 10036, Attn: Kenneth H. Eckstein, Douglas H. Mannal and Stephen D. Zide; (f) attorneys for Ally Financial, Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Richard M. Cieri and Ray C. Schrock; (g) the Office of the United States Trustee, Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto and Michael Driscoll. Any Response not filed and served as set forth above will be deemed waived and will not be considered by the Court.

7. If you agree with the respective cure amount(s) listed in the Assumption Schedule with respect to your assumed Executory Contract(s) or Unexpired Lease(s), and otherwise do not object to the Liquidating Trust's assumption of your Executory Contract(s) or Unexpired Lease(s), you are not required to take any further action.

8. Unless a Response is filed and served before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Assumed Agreement(s) and the cure amount(s) for your Assumed Agreement(s), and acknowledged that no default exists other than those being cured by the cure amount(s) or defaults that are not required to be cured under section 365(b)(2) of the Bankruptcy Code. If such agreements are assumed, non-Debtor parties to the Assumed Agreement(s) shall be forever barred from (i) objecting to the assumption and assignment of the relevant Assumed Agreement(s), and (ii) asserting at any time any condition to assignment, default, Claims, obligations or breach and/or any additional cure, damage or other amounts with respect to the respective Assumed Agreement(s) against the Debtors, their Estates, or the Liquidating Trust. If no Response to the cure amount or the proposed assumption and

assignment of an Assumed Agreement is timely filed and served, the Debtors may assume and assign the Assumed Agreement to the Liquidating Trust, and the cure amount set forth in the Assumption Schedule shall be binding upon all non-Debtor parties to the Assumed Agreement(s) and any known third party beneficiaries to such Assumed Agreement(s).

9. In the event a timely Response is filed with the Bankruptcy Court regarding whether a contract or lease is executory or unexpired, the right of the Plan Proponents to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after the entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, in which case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

10. In the event a timely Response is filed with the Bankruptcy Court that challenges a cure amount, or otherwise asserts that there exists outstanding defaults under an Assumed Agreement, such objection must set forth with specificity the cure amount being claimed by the objecting party or the nature of the asserted default, as applicable, and must include appropriate documentation in support thereof satisfactory to the Plan Proponents or the Liquidating Trust, as applicable. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may settle any dispute on the amount of a Cure Claim without further notice to any party or action, approval, or order of the Bankruptcy Court.

11. If a timely Response that challenges a proposed Cure Claim is sustained by the Bankruptcy Court, the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it on proper notice to the non-Debtor counterparty thereto, which non-Debtor counterparties shall then be entitled to file Proofs of Claim asserting Claims arising from the rejection thereof, if applicable, in accordance with the terms of the Plan and the Bar Date Order.

12. If the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, object to any request for payment of a Cure Claim, the Bankruptcy Court shall determine the Allowed amount of such Cure Claim and any related issues in the event the Plan Proponents or the Liquidating Trust, as applicable, and the non-Debtor counterparty cannot mutually resolve such issues. Unless the parties to the Executory Contract or Unexpired Lease agree otherwise, all disputed defaults that are required to be cured shall be cured by the later of (i) ten (10) days after entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto and (ii) the Effective Date. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease no later than thirty (30) days after a Final Order determining a Cure Claim greater than that proposed by the Plan Proponents

13. THE ASSUMED CONTRACTS LISTED ON THE ASSUMPTION SCHEDULE INCLUDES EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED. THE PLAN PROPONENTS (IF PRIOR TO THE EFFECTIVE DATE OF THE PLAN) AND THE LIQUIDATING TRUST (IF FOLLOWING THE EFFECTIVE DATE) RESERVE THEIR RIGHTS UNDER THE PLAN TO EXCLUDE ANY EXECUTORY CONTRACT AND/OR UNEXPIRED LEASE LISTED ON THE ASSUMPTION SCHEDULE FROM THOSE TO BE ASSUMED BY THE LIQUIDATING TRUST ON PROPER NOTICE TO THE COUNTERPARTY THERETO.

14. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject an Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim (including cure claims) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

15. ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

16. The rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall not constitute a termination of pre-existing obligations owed to the Debtors under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a non-Debtor party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from non-Debtor parties to such rejected contracts or leases, and any such rights will vest in the Liquidating Trust.

17. The Plan Proponents reserves the right to alter, amend, modify or supplement any document in the Plan Supplement, including the Assumption Schedule, as provided by the Plan.

18. Copies of the Plan, the Disclosure Statement, the Disclosure Statement Approval Order, and the Assumption Schedule can be viewed and obtained for a fee via PACER at www.pacer.gov or (without charge) on the Debtors' restructuring website at www.kccllc.net/rescap.

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Dated: October 29, 2013
New York, New York

/s/ Gary S. Lee
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-and-

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*Counsel for the Official Committee of
Unsecured Creditors*

Annex 1

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Model Home Finance 1, LLC	1) CMH Holdings, LLC 2) Cerberus Capital Management	Amended and Restated Limited Liability Company Agreement of CMH Holdings LLC	6/6/2008	1) Cerberus ResCap Asset Investors LLC 2) Schulte Roth & Zabel LLP	Cerberus ResCap Assets Investors LLC c/o Cerberus Capital Mgmt LP Attention: Mark Neporent 299 Park Avenue New York, NY 10171 Schulte Roth & Zabel LLP 919 Third Avenue New York, NY 10022 Attention: John Pollack	\$0.00
GMAC Mortgage, LLC	Ally Bank	Custodial Agreement dated July 1, 2009, as amended	7/1/2009	Ally Bank	1100 Virginia Drive, Fort Washington PA 19034 attn: Director Document Custody Michael Hebling	\$0.00
Residential Capital, LLC	ATC Capital Markets	International tax advisory, Netherlands	8/5/2010	Fernando Oscar Account Manager	ATC Capital Markets Olympic Plaza Fred. Roeskestraat 123 1076 EE Amsterdam The Netherlands	\$0.00
GMAC Mortgage, LLC	AvePoint	Master Service Agreement - AvePoint is a search based tool for SharePoint site.	1/1/2008	Claire Ma	Harborside Financial Center, Plaza 10, Suite 202, 3 Second Street Jersey City, NJ 07311	\$0.00
Residential Funding Corporation, K.N.A Residential Funding Company, LLC	Beazer Homes Corp., a Tennessee corporation	Belmont, LLC	6/2/2005	Belmont, LLC Beazer Homes USA, Inc. Beazer Homes Corp. James Mancuso, Esquire LandAmerica Lawyers Title	2630 S. Falkenburg Road, Riverview, FL 33569 Attention: Ed Suchora 1000 Abernathy Road, Ste 200, Atlanta, GA, Attn: Cory J. Boydston 2630 S. Falkenburg Rd., Riverview, FL 33569, Attn: Ed Suchora 1025 Greenwood Blvd., Ste 222, Lake Mary, FL 32746 14802 N. Dale Mabry Hwy., Ste 100, Tampa, FL 33618	\$0.00

Each contract and lease identified on the Assumption Schedule includes any guaranty, modifications, amendments, addenda or supplements thereto or restatements thereof.

Neither the exclusion nor inclusion of any contract or lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease capable of assumption, that any Debtor has any liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any contract or lease from the Assumption Schedule and reject an executory contract or unexpired lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim (including cure claims) asserted in connection with assumption of any contract or lease.

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Funding Corporation, K.N.A Residential Funding Company, LLC	Beazer Homes Corp., a Tennessee corporation	Rivermarsh Development, LLC	2/1/2006 Most of the deal docs are dated 6/28/05; however, the deal didn't close until February 2006	River Marsh Development, LLC Beazer Homes USA, Inc.	Attn: Jeff Hoza 1000 Abernathy Rd., Ste 1200, Atlanta, GA 30328 Attn: Don Knutson, 14901 Bogle Drive, Chantilly, VA 20151	\$0.00
Residential Capital, LLC and other companies	Berkshire Hathaway, Inc	Asset Purchase Agreement and related documents	APA dated 11/2/2012	Marc D. Hamburg ; Thomas Walper	Berkshire Hathaway Inc. 1440 Kiewit Plaza Omaha, NE 68131 Attention: Marc D. Hamburg Munger, Tolles & Olson LLP 355 South Grand Avenue Los Angeles, CA 90071 Attention: Thomas Walper	\$0.00
Residential Capital LLC	Centerview Partners LLC	Investment Banking Advisor Agreement and any amendments thereto	10/18/2011	Centerview Partners	31 West 52nd Street, 22nd Floor New York, NY 10019	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	Citi	Restricted cash for NY licensing- in legal dispute with Citi over return of funds	8/19/2011	Emil Cornejo	730 Veterans Highway Hauppauge, NY, 11788	\$0.00
Residential Capital, LLC	CMH Holdings LLC	Servicing Agreement	7/24/2008	1) Cerberus ResCap Asset Investors LLC 2) Schulte Roth & Zabel LLP	Cerberus ResCap Assets Investors LLC c/o Cerberus Capital Mgmt LP Attention: Mark Neporent 299 Park Avenue New York, NY 10171 Schulte Roth & Zabel LLP 919 Third Avenue New York, NY 10022 Attention: John Pollack	\$0.00
RFC, as successor-in-interest to Residential Funding Corporation	Community Bank of Northern Virginia (CBNV) and PNC Bank NA (PNC), as successor-in-interest to CBNV	Indemnification agreement requiring the loan originator (CBNV/PNC) to indemnify RFC in certain circumstances. The contract incorporates the terms of RFC's July 1, 1997 AlterNet Seller Guide	5/15/1998	PNC Bank, N.A. Attn: William H. Callihan	249 Fifth Avenue, One PNC Plaza, Pittsburgh, PA 15222	\$0.00
Residential Capital, LLC	Corporation Service Company ("CSC")			Credit Rep: J. Latham	2711 Centerville Road, Suite 400 Wilmington, DE 19808	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage LLC;	Federal Housing Administration	Application, as approved	Dated 9/1/2006, Received 9/6/2006	Cristine Irvin Phillips; Ms. Ana I. Fabregas	Assistant United States Attorney, Southern District of New York, 86 Chambers Street, 3rd Floor, New York, NY 10007; U.S. Department of HUD, Portals Building, Ste 200, 1250 Maryland Ave., SW, Washington, DC, 20024	\$0.00
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2002-HI4, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	9/26/2002	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2002-HI4, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2002-HI4; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXI, Home Loan Trust, Series 2002-HI4	\$0.00
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2002-HI5, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	1/3/2003	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2002-HI5, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2002-HI5; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXI, Home Loan Trust, Series 2002-HI5	\$0.00
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2003-HI1, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	3/28/2003	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2003-HI1, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2003-HI1; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXI, Home Loan Trust, Series 2003-HI1	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2003-HI2, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	6/27/2003	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2003-HI2, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2003-HI2; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXL, Home Loan Trust, Series 2003-HI2	\$0.00
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2003-HI4, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	12/23/2003	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2003-HI4, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2003-HI4; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXL, Home Loan Trust, Series 2003-HI4	\$0.00
Residential Funding Company, LLC, as successor to Residential Funding Corporation.	Foreign Obligation Exchange, Inc. 2004-HI1, as issuer; JPMorgan Chase Bank, as Class B Trustee;	Management Agreement	3/29/2004	Class B Issuer; JPMorgan Chase Bank	Foreign Obligation Exchange, Inc. 2004-HI1, c/o QSPV Limited, Queensgate House, P.O. Box 1093GT, South Church Street, Grand Cayman, Cayman Islands, B.W.I, Attention: Foreign Obligation Exchange 2004-HI1; JPMorgan Chase Bank, 4 New York Plaza 6th Floor, New York, New York 10004, Attention: FOXL, Home Loan Trust, Series 2004-HI1	\$0.00
GMAC Mortgage, LLC	GMAC Mortgage Ginnie Mae Escrow - The Bank of New York Mellon	Escrow Agreement between The Bank of New York Mellon, GMAC Mortgage LLC, and the Government National Mortgage Association (Ginnie Mae)	12/21/2009	F. Phil Triolo	Escrow Agent Corporate Trust Administration 101 Barclay Street - Floor 8W New York, New York, 10286	\$0.00

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Neither the exclusion nor inclusion of any contract or lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease capable of assumption, that any Debtor has any liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any contract or lease from the Assumption Schedule and reject an executory contract or unexpired lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim (including cure claims) asserted in connection with assumption of any contract or lease.

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage LLC	Government National Mortgage Association	Special Account Agreement and related amendments thereto	12/16/2008	Joe Cordaro	Assistant United States Attorney, Southern District of New York, 86 Chambers Street, 3rd Floor, New York, NY 10007	\$0.00
Residential Funding Corporation	Gregory B. Lucas	Guaranty and related documents	6/1/2006	Gregory B. Lucas	805 North Pennsylvania, Glendora, CA 91741	\$0.00
RFC, as successor-in-interest to Residential Funding Corporation	Guaranty National Bank of Tallahassee (GNBT) and Federal Deposit Insurance Corporation (FDIC), as successor-in-interest to GNBT	Indemnification agreement requiring the loan originator (GNBT/FDIC) to indemnify RFC in certain circumstances. The contract incorporates the terms of RFC's Consumer Finance Acquisitions Guide	2/10/2000	Federal Deposit Insurance Corporation Receiver: Guaranty National Bank of Tallahassee Attention: Claims Department, DRR	1601 Bryan Street, Dallas, TX 75201	\$0.00
GMAC Residential Funding Corporation	Hearthstone MS II Professionals, LLC	Amended and Restated Operating Agreement of Hearthstone-MSII Homebuilding Investors, LLC and all amendments thereto	9/1/1999	Hearthstone Advisors, Inc Attn: James Pugash	c/o Hearthstone Advisors, Inc 55 Francisco Street, Suite 700 San Francisco, CA 94133	\$0.00
Residential Funding Corporation	Hearthstone Professionals - RFC, LLC	Operating Agreement of Hearthstone-RFC Homebuilding Investors, LLC - along with all amendments thereto	10/1/1997	Hearthstone Advisors, Inc Attn: James Pugash	c/o Hearthstone Advisors, Inc 55 Francisco Street, Suite 700 San Francisco, CA 94133	\$0.00
Residential Funding Corporation	Hearthstone Professionals II, LP	Limited Partnership Agreement of Hearthstone Multi-State Homebuilding Partners, LP - along with all amendments thereto	9/15/1994	Hearthstone Advisors, Inc Attn: Richard Werner	Hearthstone Professional V, LP c/o Hearthstone Advisors, Inc 16830 Ventura Blvd, Suite 352 Encino, CA 91436	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	Hewlett-Packard Corporation	Master Service Agreement - Printing and maintaince contract for all HP printers	10/3/2005	Tad Taggart	20000 Victor Parkway, Suite 200 Livonia, MI 48152 United States	\$0.00
GMAC Mortgage, LLC	JP Morgan Chase	Securities custodian agreement and any amendments thereto	3/31/2011	JP Morgan Chase	713 Main St Floor 6 Houston, TX 77002-3201	\$24,750.65
Residential Funding Company, LLC	MERS	MERSCORP, Inc. Class B Common Stock	11/21/2011	MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
GMAC Mortgage LLC	MERS	Membership Agreement & related SSAs		MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
Residential Funding Company, LLC	MERS	Membership Agreement & related SSAs		MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
GMAC Mortgage LLC	MERS	MERS Parent/Child Relationship Agreement		Bill Hazeltine	Sullivan Hazeltine Allinson LLC, 901 N. Market St., Suite 1300, Wilmington, DE 19801	\$0.00
GMAC Mortgage, LLC	Morgan Stanley & Co., Incorporated	Collateral Account Control Agreement among GMAC Mortgage, Morgan Stanley Co. Incorporated, and the Bank of New York Mellon	8/18/2010	Rick Arendas	One Wall Street New York, New York 10286	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Funding Company LLC	Residential Funding Company, LLC and Wells Fargo Bank, N.A.	Subservicer Contract	2/1/2007	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, Attention: John. B Brown, MAC X2302-033 and General Counsel, MAC X2401-06T	\$0.00
GMAC Mortgage LLC	Rexford Road Lease Assignment	Lease Assignment for the Rexford Road location in Charlotte, NC.	3/1/2012	David W. Barnes-Senior Property Manager	2101 Rexford Road, Suite 325 W, charlotte NC 28211	\$0.00
Residential Funding Company, LLC	State Street	Securities custodian agreement and any amendments thereto	6/1/2009	Susan Horn	Two World Financial Center, 225 Liberty Street, New York. New York, 10281	\$3,910.97
GMAC Mortgage, LLC	The Bank of New York Mellon Trust Company	Custodial Agreement and any amendments thereto	6/1/2010	The Bank of New York Mellon Trust Company	The Bank of New York Mellon Trust Company 2220 Chemsearch Blvd, Suite 150 Irving, Texas 75062	\$0.00
GMAC Mortgage, LLC	The Bank of NY Mellon Trust Company, LLC	Custodial Agreement dated June 1, 2010, and any amendments thereto	6/1/2010	The Bank of New York Mellon Trust Company, N.A.	2220 Chemsearch Blvd., Suite 150 Irving TX 75062	\$0.00
Residential Funding Company, LLC	United Water Idaho, Inc	Water Infrastructure Extension and Construction Cost Refund Agreement - Hidden Springs Community, LLC	4/30/1998	William Linam	United Water Idaho 8248 W. Victory Road Boise, ID 83709	\$0.00
GMAC Mortgage LLC	US Bank	Custodial Agreement			633 W. Fifth Street, 24th Floor Attn: Georgina Thomas	\$0.00
GMAC Mortgage, LLC	US Bank, N.A.	Custodial Agreement		Arlene Alves	Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004	\$0.00
GMAC Mortgage LLC	VA	All agreements or contracts with respect to FHA/VA loans, related claims and servicing (to the extent owned) arising out of ResCap's or its affiliates' status as approved issuer by Ginnie Mae and under the Ginnie Mae guides."			810 Vermont Ave., NW, Washington, DC 20420	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage LLC	Vision Global Solutions, LLC	Statement of Work - database maintenance	12/18/2006		345 Rouser Road Coraopolis, PA 15108 United States	\$0.00
HomeConnectsLending Service LLC	Vision Global Solutions, LLC	Master Service Agreement - database maintenance	7/24/2007		345 Rouser Road Coraopolis, PA 15108 United States	\$3,082.26
Home Connects / GMAC Mortgage LLC	Vision Global Solutions, LLC	Statement of Work - database maintenance	4/23/2009		345 Rouser Road Coraopolis, PA 15108 United States	\$0.00
GMAC Mortgage, LLC	Vital Media Security, Inc.	Master Service Agreement for offsite data storage in the Fulcrum data center.	4/1/2003	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$0.00
GMAC Mortgage, LLC	Vital Media Security, Inc.	Statement of Work for Offsite data/tape storage in the Fulcrum data center	4/1/2003	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$0.00
GMAC Mortgage, LLC	Vital Media Security, Inc.	Confidentiality non-disclosure and security agreement	5/10/2004	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$4,756.07
Residential Capital, LLC and other companies	Walter	Asset Purchase Agreement and related documents	APA dated 11/2/2012	Paul Koches; Jon D Van Gorp; William R Kucera	Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Attention: Paul Koches Mayer Brown LLP 71 S. Wacker Drive Chicago, Illinois 60603 Attention: Jon D. Van Gorp, Esq. and William R. Kucera, Esq.	\$0.00
Residential Funding Corporation GMACM Mortgage LLC	Wells Fargo Bank, NA	Custodial Agreement, as amended, and related agreements	6/4/2008	Wells Fargo Bank, N.A.	751 Kasota Avenue Minneapolis, MN 55414 Attn: Document Custody	\$0.00
Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC, Residential Funding Corporation, GMACMortgage	Wells Fargo Bank, NA	Custodial Agreement, as amended	11/20/2008	Wells Fargo Bank, N.A.	751 Kasota Avenue Minneapolis, MN 55414 Attn: Document Custody	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital. LLC	Wells Fargo Bank, NA	"Generica" Custodial Agreement and any amendments thereto		Wells Fargo Bank, N.A.	1015 10th Avenue SE Minneapolis, MN 55414 attn: Document Custody	\$0.00

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GMAC-RFC Auritec S.A.	A&A Aesores Internacionales, S.C.	Accounting in Mexico-accounting & tax return preparation, review & filing for Auritec	9/11/2012	C.P.C. Roberto Aiza Socio Director / Managing Partner	Paseo de la Palmas 405-301 Torre Optima I Lomas de Chapultepec 11000	\$0.00
Residential Capital, LLC	All Covered	On-site Desktop Support services provider that will be utilized as needed on a T&E basis should any associate require on-site desktop support.	7/6/2013	Chris Geiser	1051 E Hillsdale Blvd #510, Foster City, CA 94404	\$0.00
Residential Capital LLC	Ally Financial, Inc., Ocwen Loan Servicing, LLC, Walter Investment Management Corp.,	AFI/ResCap/Ocwen/Walter Cooperation Agreement	1/31/2013	No specific notice section set forth in agreement; consider notifying the non-ResCap parties		\$0.00
Residential Capital, LLC	Ally- SSA and all SOW's issued thereunder	SSA_20120513_Shared Services Agreement by and between Ally Financial Inc. and Residential Capital, LLC	2/15/2013		Ally Financial, Inc 200 Renaissance Center, Detroit Michigan 48243.	\$0.00
Residential Capital, LLC	Clayton Services	Tri Partite agreement between Walter/Green Tree, ResCap and Clayton for Clayton to perform IRG monitoring and testing of Walter/Green Tree on behalf of ResCap	9/1/2013	Ann Gibbons	100 Beard Sawmill Road, Suite 200, Shelton, CT 06484	\$0.00
Residential Capital	Clear capital	Master Services Agreement for Clear Capital to provide BPO valuations work related to whole loans	9/6/2013	Kevin Demm	10875 Pioneer Trail, Truckee CA 96161	\$664.00

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Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	Cushman Wakefield- MN Lease	Amended Lease for 1st floor occupancy at Normandle, MN	2/27/2013	Lance Brockmueller RPA	8400 Normandale Lake Blvd, Suite 320, Bloomington MN 55437	\$0.00
Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	Emerson/Liebert Corporation	Master Service Agreement - UPS Batteries/Power backup for IT servers in Normandale in the MDF room.	9/9/2013	Anthony Williams	610 Executive Campus Dr, Westerville, OH 43082	\$0.00
Residential Capital, LLC	Ernst and Young	Statement of Work - Bankruptcy tax advisory services	2/4/2013	Nancy Flagg/Howard Tucker	5 Times Square, NY, NY 10036	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	Experis	Master Service Agreement - Tax services - Assistance	Contract is still being negotiated. Will be a 12 month agreement with option to renew and no fee for early termination.	Dan Walrath	1600 John F Kennedy Blvd, #610, Philadelphia PA 19103	\$0.00
GMAC Mortgage LLC	GinnieMae	GMACM PIIT Letter	2/21/2013	Ted Tozer	U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410	\$0.00
GMAC Mortgage LLC	HUD	HUD- 11702	2/11/2013	Cristine Irvin Phillips; Ms. Ana I. Fabregas	Assistant United States Attorney, Southern District of New York, 86 Chambers St., 3rd Floor, New York, NY 10007; U.S. Department of HUD, Portals Building, Suite 200, 1250 Maryland Ave., SW, Washington, DC 20024	\$0.00
Residential Capital, LLC	Intacct	Master Servicing Agreement - Intacct provides hosting and support services for Core Financial Systems.	8/2/2013	Mike DiFrancesco	150 Almaden Boulevard, Suite 1500, San Jose, CA 95113	\$0.00

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Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	JP Morgan Chase	Restricted cash Utilities Escrow	5/14/2013	Helen Reece	713 Main St Floor 6 Houston, TX 77002-3201	\$0.00
Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	JP Morgan Chase	ResCap Subsidiary Election stipulates all subs covered by account acceptance	6/11/2013	Helen Reece	712 Main St Floor 6 Houston, TX 77002-3201	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
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Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	JP Morgan Chase	Restricted cash Lewisville Escrow	Ocwen Sale date: 2/15/13	Helen Reece	713 main St Floor 6 Houston, TX 77002-3201	\$0.00

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Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	JP Morgan Chase	Restricted cash Walter Escrow	Walter Sale date: 1/31/13	Helen Reece	713 main St Floor 6 Houston, TX 77002-3201	\$0.00
Residential Capital, LLC (The entities are all international non-debtors that roll up to ResCap. This agreement brought in SFM UK to take over the director duties of the entities, when Jim Whit and David Marquardt stepped down as directors. This agreement was put in place this past Feb/March.)	JP Morgan Chase	Master Service Agreement - ResCap Account Acceptance	6/11/2013	Helen Reece	713 Main St Floor 6 Houston, TX 77002-3201	\$0.00
Residential Capital, LLC	Lexis Nexis	Master Service Agreement - Master Service agreement between Lexis Nexis and Residential Capital, LLC	7/31/2013	Michael Spurlin	1000 Alderman Drive, Alpharetta, GA 30005	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	Lexis Nexis (legal search)	Statement of Work - Legal portion of Lexis Nexis MSA	7/31/2013	Michael Spurlin	1000 Alderman Drive, Alpharetta, GA 30005	\$0.00
Residential Capital, LLC	Lexis Nexis (risk)	Statement of Work - Risk Management portion of Lexis Nexis MSA	8/29/2013	Maureen Josenhans	1000 Alderman Drive, Alpharetta, GA 30005	\$0.00
Residential Capital, LLC	Lincoln Benefits Group	Master Service Agreement - broker for 401K and Health benefits	1/1/2013	Chuck Yocum	1300 Virginia Drive, Suite 310, Fort Washington, PA 19034	\$0.00
GMAC Mortgage LLC	Loan Value Group, LLC	Master Services Agreement for Loan Value Group.	10/8/2012	Billy Garavente	47 W RIVER ROAD RUMSON, NJ 07760 United States	\$0.00
Residential Capital, LLC	Mozy Pro	Transfer Letter for Licenses - DLP (Data Loss Prevention) Services for Estate associates desktops	9/4/2013	John O'Brien	EMC Corporation, 55 Constitution Blvd, Franklin, MA 02038	\$0.00
Residential Capital, LLC	Night Owl	Master Service Agreement - eDiscovery Service provider company	5/2/2013	Adam Rubinger	724 North 1st street, Mineeapolis, MN 55401	\$0.00
Residential Capital, LLC	Nitel	Master Service Agreement for MPLS (dedicated) network services	6/24/2013	Anna August	1101 W Lake Street, 6th Floor, Chicago, 60607	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Ocwen Loan Servicing, LLC; Residential Capital, LLC; Residential Funding Company, LLC; GMAC Mortgage, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.; EPRE LLC, GMACM Borrower LLC	Ocwen Loan Servicing, LLC	Asset Purchase Agreement, as amended	11/2/2012	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Paul Koches With copies to: Mayer Brown LLP, 71 S. Wacker Drive, Chicago, Illinois 60603, Attention: Jon D. Van Gorp and William R. Kucera	\$0.00
GMAC Mortgage LLC, Residential Funding Company, LLC, Residential Capital, LLC, ETS, LLC, & ETS of Washington, LLC, etc.	Ocwen Loan Servicing, LLC	Asset Purchase Agreement dated as of November 2, 2012	11/2/2012	Ocwen Loan Servicing, LLC	1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Facsimile: (202) 416-1602 Attention: Paul Koches	\$0.00
GMAC Mortgage LLC; Residential Funding, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.	Ocwen Loan Servicing, LLC	Servicing Agreement	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Paul Koches	\$0.00
GMAC Mortgage LLC; Residential Funding, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.	Ocwen Loan Servicing, LLC	SubServicing Agreement	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Paul Koches	\$0.00
Residential Capital, LLC and Ocwen Loan Servicing, LLC	Ocwen Loan Servicing, LLC	Transition Services Agreement and Statements of Work executed thereunder	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Secretary	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
ETS of Virginia, Inc.; ETS of Washington, Inc.; Executive Trustee Services, LLC; GMAC Mortgage USA Corporation; GMAC Mortgage, LLC; Homecomings Financial Real Estate Holdings, LLC; Homecomings Financial, LLC; PATI Real Estate Holdings, LLC; RAHI Real Estate Holdings, LLC; Residential Funding Company, LLC; Residential Funding Real Estate Holdings, LLC; Residential Mortgage Real Estate Holdings, LLC	Ocwen Loan Servicing, LLC	Limited Power of Attorney	11/1/2013	Ocwen	451 7th Street S.W., Washington, DC 20410	\$0.00
GMAC Mortgage, LLC	Oracle	Master Agreement - Database licenses and maintenance is support of multiple Estate applications and databases.	5/15/2013	Ian Trowle	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	\$0.00
Residential Capital, LLC	Paradigm Staffing	Master Service Agreement - for the Estate legal team	10/1/2013	Hari Raju	163 West 14th Street, Union Station. Erie PA 16508	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	Paylocity	Master Service Agreement - Estate / Liquidating Trust payroll provider	10/1/2013	Jim Andrews	3850 N Wilke Road, Arlington Heights, IL 60004	\$0.00
Residential Capital, LLC	Randy Arneson - Independent Consultant	Master Service Agreement - Independent Contractor to perform tax services	Contract is still being negotiated. Will be a 12 month agreement with option to renew and no fee for early termination.	Randy Arneson	625 Deborah Drive, Maple Plain MN 55359	\$0.00
Residential Capital, LLC	Robert Half Professional Staffing Services	Master Service Agreement with Robert Half, a professional staffing services agency.	10/7/2013	Jennifer L Carlson,	8500 Normandale Lake Boulevard, Suite 1010, Bloomington, MN 55437	\$0.00
GMAC Mortgage, LLC	Rust Consulting	Master Service Agreement for Rust to act as payment agent (as required by the Federal Reserve Bank) to administer payments to 232,014 borrowers who were part of the FC lookback settlement that took place in June 2013 between ResCap and the FRB.	7/25/2013	Jim Parks	625 Marquette Avenue, Suite 880, Minneapolis, MN	\$0.00
Residential Capital, LLC	Secure 24	Master Servicing Agreement to provide Data Center Operations, Help Desk, and IT Services for ResCap.	3/17/2013	Pete Bartusek	26955 Northwestern Hwy., Ste 200, Southfield, MI 48033	\$0.00

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GMAC Rescap Estate	Snowbound	Software License Agreement in support of FileNET platform.	10/2/2013	Lisa Savage	309 Waverly Oaks Road, #401, Waltham, MA 02452	\$0.00
Residential Capital	State Recovery System-	Master Service Agreement - Nationwide collection services.	7/22/2013	Cindy Marler	2951 Sunrise Blvd, Suite 100, Rancho Cordova, CA 95742	\$1,300.00
Residential Funding, LLC	Sub-lease with Walter	Sub-contracted lease with Walter Investment Management Corp.for Estate Legal Suite Occupancy in Fort Washington, PA Location	5/1/2013	Patrick D. Lerch	1100 Virginia Drive, Suite 100, MC: 190-FTW-M98, Fort Washington, PA 19034	\$0.00
Residential Capital, LLC	Tata Consultancy Services	Master Service Agreement for Tata Consultancy Services, an IT services, consulting and business solutions firm.	7/1/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	\$0.00
Residential Capital, LLC	Tata Consultancy Services	Statement of Work for application development and support	7/1/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	\$0.00
Residential Capital, LLC	Tata Consultancy Services	Statement of Work to engage TCS off-shore resources	9/10/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	\$0.00
Residential Capital, LLC	Thinking Phones	Master Service Agreement for landline telephone and internet services	4/30/2013	Joe Lollo	54 Washburn Ave, Cambridge, 01240	\$0.00
GMAC Mortgage, LLC Ally Financial Inc.	US Bank	Restricted cash for DSU payments	1/3/2013		633 W. Fifth Street, 24th Floor Attn: Georgina Thomas	\$0.00

Each contract and lease identified on the Assumption Schedule includes any guaranty, modifications, amendments, addenda or supplements thereto or restatements thereof.

Out of an abundance of caution, the Plan Proponents are including the Postpetition Agreements on the Assumption Schedule. For the avoidance of doubt, pursuant to Article V.C of the Plan, postpetition contracts and leases to which a Debtor is a party will vest in the Liquidating Trust. The Plan Proponents' failure to include a postpetition contract or lease on the Assumption Schedule shall in no way prevent the assignment of such an agreement to the Liquidating Trust pursuant to the Plan."

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage, LLC	Vital Media Security, Inc.	Statement of Work that assigns the Vital Media agreements back to ResCap from Walter Investment Management Corp.	7/9/2013	Sharon Sehon	1422 LeMay Drive Carrollton, TX 75007	\$0.00
Walter	Walter-TSA and all SOW's issued thereunder	TSA_20130131 Transition Services Agreement by and between Residential Capital, LLC and Walter Investment Management Corp.	1/31/2013		Walter Investment Management Corp. 3000 Bayport Drive Suite 1100 Tampa, FL 33607	\$0.00
Residential Capital, LLC	Wells Fargo	Loan Collateral Custodian Agreement and any amendments thereto	1/31/2013	Nancy Chouanard	1015 10th Avenue SE, Minneapolis MN 55414	\$0.00
Residential Capital, LLC	Widerman	Master Service Agreement - broker for corporate insurance	4/1/2013	Shawn R. Knechtel	70 Tanner Street, Haddonfield NJ 08033	\$0.00
GMAC Mortgage LLC	Xsell Resources	Master Service Agreement - Xsell Resources is the Estate's primary contract supplier	6/13/2013	Christine Price	660 American Avenue, Suite 103, King of Prussia, PA 19406	\$0.00

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